

3021

IV-35



पश्चिम बंगाल WEST BENGAL

AG 247310

DISTRICT ALIPURDUAR

**DEED OF PARTNERSHIP BETWEEN FIVE PARTNERS FOR
CARRING OF BUSINESS IN PROMOTING
CONSTRUCTION**

Certified that the endorsement sheet
and signature sheet enclosed in this
document are part of the document

Addl. Dist. Sub-Registrar
Alipurduar

7 JUN 2021

Continued Page - 2

Sl. No. 378 Date 24/6/21

Name Joydip Nandi

Address Alipandur

Rupees 10/-

Stamp 10/-

Subsided Sci/LC. No. 07/2018
ALIPANDUR COURT DIST. ALIPANDUR



Add. Dist. Sub-Registrar
Alipandur

7 A JUN 2021



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AC 747106

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THIS DEED OF PARTNERSHIP MADE ON THIS DAY OF, 2021

BETWEEN

We, 1) SRI JOYDIP NANDI, S/O. SUDHINDRA CHANDRA NANDI, Aged about 55 Years, by faith Hindu, by occupation Business, Citizen of India, resident of Alipurduar Newtown, Ward No. 2, P.O. Alipurduar, P.S. & Dist. Alipurduar, Pin- 736121, State, West Bengal, hereinafter called the party of the FIRST PART (which expression shall unless otherwise excluded by or repugnant to the context to be deemed to include his heirs, executors, legal representatives, administrators and assigns)

AND

2) GOPAL SARKAR, S/O. GOURANGA CHANDRA SARKAR, Aged about 55 years, by faith Hindu, by occupation Business, Citizen of India, residing at Sutli Patty, ward No. 7, P.O. Alipurduar, P.S. & Dist. Alipurduar, Pin-736121, West Bengal, herein after called the party of the SECOND PART (which expression shall unless otherwise excluded by or repugnant to the context be deemed to be included his heirs, executors, representatives, administrators and assigns)

Sl. No. 379 Date: 24/6/21

Name: Jyoti Nandi

Address: Alipurduar

Rupees: 50/-

Stamp Vendor

Sushaven Sen/LC. No. 07/2018

ALIPURDUAR COURT DIST. ALIPURDUAR



Addl. Dist. Sub-Registrar
Alipurduar

28 JUN 2021

AND

Alipurdwar.
Deputy Secy.
Mousumi Sarkar Roy
Baban Rakshit
Suvashis Basu

3) MOUSUMI SARKAR ROY, W/O. BIJAY KUMAR RAY, aged about 45, years, by faith Hindu, by occupation Business, Citizen of India, residing at Newtown, Ward No. 2, P.O. & P.S. Alipurduar, Dist. Alipurduar, Pin-736121, West Bengal, herein after called the party of the THIRD PART (which expression shall unless otherwise excluded by or repugnant to the context be deemed to be included his heirs, executors, representatives, administrators and assigns)

AND

4) BABAN RAKSHIT, S/O. SUDHIR LAL RAKSHIT, aged about 55 years, by faith Hindu, by occupation Business, Citizen of India, residing at College Para, Ward No. 3, P.O. Alipurduar, P.S. & Dist. Alipurduar, Pin-736121, West Bengal, herein after called the party of the FOURTH PART (which expression shall unless otherwise excluded by or repugnant to the context be deemed to be included his heirs, executors, representatives, administrators and assigns)

AND

5) SUVASHIS BASU, S/O. LATE SUBHAS CHANDRA BASU, aged about 38 years, by faith Hindu, by occupation Business, Citizen of India, residing at Arabinda Nagar, Ward No. 1, P.O. Alipurduar Court, P.S. & Dist. Alipurduar, Pin-736122, West Bengal, herein after called the party of the FIFTH PART (which expression shall unless otherwise excluded by or repugnant to the context be deemed to be included his heirs, executors, representatives, administrators and assigns), hereinafter collectively call the "THE PARTNERS"

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AND

[Signatures]
Gopal Sanyal
Housuni Sankar Roy
Babun Ratan
Sivashin Bask

WHERE AS the parties here to have agreed to enter into partnership for the purpose of carrying on the business in the development, promoter-ship, construction and building project upon the terms hereinafter mentioned.

NOW THE INDENTURE WITNESSETH as follows.

1. That the name and style of the partnership firm business shall be known as "OMM BUILDERS & DEVELOPERS" situated at Newtown Alipurduar, Ward No. 2, P.O. & P.S. & Dist. Alipurduar, PIN-736121 (W.B).
2. That the style & nature of the said partnership business shall be of "BUILDERS & DEVELOPERS".
3. That the principal place of the business of the firm shall be at Alipurduar jurisdiction or such other place as the partners may from time to time agree.
4. That the partnership hereby constituted shall be deemed to have commenced on and from 24.06.2021 and shall be determined in the manner hereinafter provided.
5. That the capital of the firm shall be Rs. 10,00,000/- (Rupees Ten Lacks only) or such other sum or sums as may be agreed upon by the partners from time to time and shall be contributed by the partners in equal proportion, which shall carry interest @12% p.a.

Continued Page - 5

Gopind.
Gopal Sarkar.
Mousumi Sarkar Roy
Baban Rakshit
Suvashis Basu

6. That the parties here to shall contribute such further amount as may be required in future for the purpose of partnership business as may mutually be agreed. Upon and such amount shall bear interest @ 12% p.a.
7. That the parties here to are at liberty to raise finance either from private, outside parties or from bank/banks or financial institutions interest shall be paid on such borrowings as may be agreed. The parties here to may provide such security or securities as may be required by the person or institutions advancing loan to the firm including hypothecation / pledge / mortgage or any movable or immovable properties of the partnership.
8. The profits and losses of the partnership shall be divided amongst the partners in the following proportion.

SRI JOYDIP NANDI	20% (Twenty percent)
GOPAL SARKAR	20% (Twenty percent)
MOUSUMI SARKAR ROY	20% (Twenty percent)
BABAN RAKSHIT	20% (Twenty percent)
SUVASHIS BASU	20% (Twenty percent)

9. The accounting year of the partnership hereby constituted shall end on the 31st March of every year and subsequent account year shall commence from 1st April of the particular calendar year and shall end on 31st March of the subsequent calendar year.

Agreed.
Gopal Sanyal,
Mousumi Sanyal Roy
Babun Kumar
Sudhin Basu

10. That each of the partners shall take Rs. 30,000/- (Rupees Thirty Thousand) per month as a remuneration from the profit of the firm and in future after consulting with each of the partners jointly, the said amount may increase or decrease.
11. The partners shall open one or more than one bank accounts with any Bank or Banks as the partners may from time to time agree and all such account or accounts shall be operated by any three of the other partners with consent of other partners respectively and the bank account shall be in the name of the partnership firm.
12. Any difference arising as to any matter connected with the partnership business or any other matter connected therewith shall be decided by all of the partners jointly PROVIDED that save with the consent of the partners-
 - (1) No change shall be made in the nature of the partnership business;
 - (2) No other partner shall be admitted to the firm.
13. Proper books of account shall be kept or cause to be kept by the partners wherein shall be entered particulars of all matters relating to the partnership business. The said books of account with all securities, if any, letters or other things concerning or belonging to the said partnership shall be kept in the office of the firm and shall not be removed without the consent in writing of the partners. Each partner shall have full access to the books of account at all times.

- 

Depot.
Legal Savary.
Newsumi Savary
Babun Ram
Sundera Bani

partners shall be entitled to continue the said business at the said business place or at any other place as may be decided by the remaining partners. Provided if the partners hereto or any of them will retire as aforesaid the retiring partner will execute such deed, documents and writing as may be required by the remaining partners for carrying on the said partnership business at the said place of business or at any other place as may be mutually agreed upon by the remaining partners without affecting the right title and interest of the continuing partner or partners.

19. The profit and losses of the firm shall be ascertained on the date of retirement and the same shall be adjusted towards the capital account of the retiring partner. The continuing partners shall pay the amount if any standing to the credit of the outgoing partner in such manner as may be agreed upon between the continuing and outgoing partners.
20. The partnership shall not stand dissolved by death or insanity of any of the partners hereto but the same be continued by the remaining or surviving partners and they will admit the legal heirs and representatives of the deceased or insane partner in his place or stead.
21. The parties hereto by mutual consent may admit one or more persons as partners into the partnership business on such terms and conditions as may be agreed upon with incoming partner.
22. No partner shall be entitled to determine the partnership but he shall only be entitled to retire from the partnership business.

Bydip Chakraborty
Pragati Dasgupta
Mousumi Sankar Roy
Babur Rana
Sunshin Bose

23. Upon the final determination of the partnership a general account shall be taken of the assets and liabilities of the firm and settled in accordance with the provisions of the Indian Partnership Act, 1932 and each partner shall execute and do all such deed documents and things as may be necessary or convenient for effecting the speedy winding up of the partnership affairs and for mutual indemnity and release as may be required.
24. If any dispute, doubt or different shall arise either before or after the expiration or determination of the said partnership between the said parties or the representative of either of them under or touching or relating to the construction of these presents or to the said partnership property, rights credits or effects or to any of the partnership account business or transaction whatsoever, every such dispute, doubt or different shall be referred to the arbitration and the arbitration proceeding shall be concluded in the manner provided in the Indian Arbitration & Conciliation Act, 1996 and the decision of such arbitration shall be final and binding on all parties hereto.

Subin L.
Gopal Sanyal
Housni Sanyal Roy
Babur Rahman
Sumesh Bose

IN WITNESS WHEREOF the parties hereunto have set and subscribed their respective hands on the day month and year first above written.

Type by me
Soumyajit Banik
Alipurduar Court

Drafted, read over and explained by me and certified that the documents contains 2 No. of Non Judicial Stamp & 8 Nos. of demy paper.

SIGNED SEALED AND DELIVERED by the PARTIES hereto at Alipurduar Court In the presence of WITNESSES.

Manash Kr. Das
Advocate, Alipurduar Court
Member W.B. Bar Council, Kol
Enrollment No. F/1384/1897/22009

1. Dipannoy Ganguli
S/o Late Prodig Ganguli
vill. Soutch Chakraborty
P.O. Alipurduar J.N.
Dist. Alipurduar

2. Dipu/Kamul Ray
S/o Di. Jagadish Ray
Newtown, Alipurduar
Mand. No-19, P.O. + P.S.
Dist. Alipurduar
Pin No-736121

FINGER-PRINT SHEET

Id No.

Seed No.

Year - 20



	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left hand					
Right hand					

[Signature]

Signature of the presentant with date



Left hand					
Right hand					

[Signature]

Signature with date



Left hand					
Right hand					

[Signature]

Signature with date



Left hand					
Right hand					

[Signature]

Signature with date

Signature of R.O.

FINGER-PRINT SHEET

No.

Year - 20

Seed No.

		Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
	Left hand					
	Right hand					

Suvarshi Bose
Signature of the presentant with date

PHOTO	Left hand					
	Right hand					

Signature with date

PHOTO	Left hand					
	Right hand					

Signature with date

PHOTO	Left hand					
	Right hand					

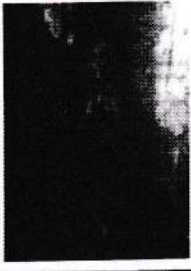
Signature of R.O.

Signature with date

Major Information of the Deed

Deed No :	IV-2003-00035/2021	Date of Registration	28/06/2021
Query No / Year	2003-3001017223/2021	Office where deed is registered	
Query Date	23/06/2021 11:42:10 AM	2003-3001017223/2021	
Applicant Name, Address & Other Details	Joydip Nandi Thana : Alipurduar, District : Alipurduar, WEST BENGAL, Mobile No. : 9832487813, Status : Seller/Executant		
Transaction		Additional Transaction	
[4201] Partnersip, Partnership			
Set Forth value		Market Value	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 150/- (Article:46A)		Rs. 7/- (Article:E)	
Remarks			

Partner Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr Joydip Nandi (Presentant) Son of Mr Sudhindra Chandra Nandi Executed by: Self, Date of Execution: 28/06/2021 , Admitted by: Self, Date of Admission: 28/06/2021 ,Place : Office	 28/06/2021	 LTI 28/06/2021	 28/06/2021
	Newtown, Ward Number 2, City:- , P.O:- Alipurduar, P.S:-Alipurduar, District:-Alipurduar, West Bengal, India, PIN:- 736121 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 28/06/2021 , Admitted by: Self, Date of Admission: 28/06/2021 ,Place : Office			
2	Name	Photo	Finger Print	Signature
	Mr Gopal Sarkar Son of Mr Gouranga Chandra Sarkar Executed by: Self, Date of Execution: 28/06/2021 , Admitted by: Self, Date of Admission: 28/06/2021 ,Place : Office	 28/06/2021	 LTI 28/06/2021	 28/06/2021

Sutlipatty, Ward Number 7, City:- , P.O:- Alipurduar, P.S:-Alipurduar, District:-Alipurduar, West Bengal, India, PIN:- 736121 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 28/06/2021
 , Admitted by: Self, Date of Admission: 28/06/2021 ,Place : Office

3

Name	Photo	Finger Print	Signature
Mrs Mousumi Sarkar Roy Wife of Mr Bijay Kumar Roy Executed by: Self, Date of Execution: 28/06/2021 , Admitted by: Self, Date of Admission: 28/06/2021 ,Place : Office			<i>Mousumi Sarkar Roy.</i>
28/06/2021	LTI 28/06/2021	28/06/2021	

Newtown, Ward Number 2, City:- , P.O:- Alipurduar, P.S:-Alipurduar, District:-Alipurduar, West Bengal, India, PIN:- 736121 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 28/06/2021
 , Admitted by: Self, Date of Admission: 28/06/2021 ,Place : Office

4

Name	Photo	Finger Print	Signature
Mr Baban Rakshit Son of Mr Sudhir Lal Rakshit Executed by: Self, Date of Execution: 28/06/2021 , Admitted by: Self, Date of Admission: 28/06/2021 ,Place : Office			<i>Baban Rakshit</i>
28/06/2021	LTI 28/06/2021	28/06/2021	

Collegepara, Ward Number 3, City:- , P.O:- Alipurduar, P.S:-Alipurduar, District:-Alipurduar, West Bengal, India, PIN:- 736121 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 28/06/2021
 , Admitted by: Self, Date of Admission: 28/06/2021 ,Place : Office

5

Name	Photo	Finger Print	Signature
Mr Suvashis Basu Son of Late Subhas Chandra Basu Executed by: Self, Date of Execution: 28/06/2021 , Admitted by: Self, Date of Admission: 28/06/2021 ,Place : Office			<i>Suvashis Basu</i>
28/06/2021	LTI 28/06/2021	28/06/2021	

Arabindanagar, Ward Number 1, City:- , P.O:- Alipurduar Court, P.S:-Alipurduar, District:-Alipurduar, West Bengal, India, PIN:- 736122 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 28/06/2021
 , Admitted by: Self, Date of Admission: 28/06/2021 ,Place : Office

Member Details :

	Photo	Finger Print	Signature
Dipankar Ganguli Son of Mr Pradip Ganguli South Chechakhata, City:- , P.O:- Alipurduar Jn, P.S:-Alipurduar, District:- Alipurduar, West Bengal, India, PIN:- 736123			<i>Dipankar Ganguli</i>
	28/06/2021	28/06/2021	28/06/2021
Identifier Of Mr Joydip Nandi, Mr Gopal Sarkar, Mrs Mousumi Sarkar Roy, Mr Baban Rakshit, Mr Suvashis Basu			

Endorsement For Deed Number : IV - 200300035 / 2021

28-06-2021

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 46A of Indian Stamp Act 1899.

Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)

Presented for registration at 14:27 hrs on 28-06-2021, at the Office of the A.D.S.R. ALIPURDUAR by Mr Joydip Nandi, one of the Executants.

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962)

Execution is admitted on 28/06/2021 by 1. Mr Joydip Nandi, Son of Mr Sudhindra Chandra Nandi, Newtown, Ward Number 2, P.O: Alipurduar, Thana: Alipurduar, , Alipurduar, WEST BENGAL, India, PIN - 736121, by caste Hindu, by Profession Business, 2. Mr Gopal Sarkar, Son of Mr Gouranga Chandra Sarkar, Sutlipatty, Ward Number 7, P.O: Alipurduar, Thana: Alipurduar, , Alipurduar, WEST BENGAL, India, PIN - 736121, by caste Hindu, by Profession Business, 3. Mrs Mousumi Sarkar Roy, Wife of Mr Bijay Kumar Roy, Newtown, Ward Number 2, P.O: Alipurduar, Thana: Alipurduar, , Alipurduar, WEST BENGAL, India, PIN - 736121, by caste Hindu, by Profession Business, 4. Mr Baban Rakshit, Son of Mr Sudhir Lal Rakshit, Collegepara, Ward Number 3, P.O: Alipurduar, Thana: Alipurduar, , Alipurduar, WEST BENGAL, India, PIN - 736121, by caste Hindu, by Profession Business, 5. Mr Suvashis Basu, Son of Late Subhas Chandra Basu, Arabindanagar, Ward Number 1, P.O: Alipurduar Court, Thana: Alipurduar, , Alipurduar, WEST BENGAL, India, PIN - 736122, by caste Hindu, by Profession Business

Indetified by Mr Dipankar Ganguli, , , Son of Mr Pradip Ganguli, South Chechakhata, P.O: Alipurduar Jn, Thana: Alipurduar, , Alipurduar, WEST BENGAL, India, PIN - 736123, by caste Hindu, by profession Others

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 7/- (E = Rs 7/-) and Registration Fees paid by Cash Rs 7/-

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 150/- and Stamp Duty paid by Stamp Rs 150/-
Description of Stamp

1. Stamp: Type: Impressed, Serial no 378, Amount: Rs.100/-, Date of Purchase: 24/06/2021, Vendor name: S Sen
2. Stamp: Type: Impressed, Serial no 379, Amount: Rs.50/-, Date of Purchase: 24/06/2021, Vendor name: S Sen


Rajni Kiro
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. ALIPURDUAR
Alipurduar, West Bengal

State of Registration under section 60 and Rule 69.

Registered in Book - IV

Volume number 2003-2021, Page from 911 to 940

Being No 200300035 for the year 2021.



Digitally signed by RAJNI KIRO
Date: 2021.06.28 15:06:13 +05:30
Reason: Digital Signing of Deed.

[Handwritten signature]

(Rajni Kiro) 2021/06/28 03:06:13 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. ALIPURDUAR
West Bengal.

(This document is digitally signed.)